



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made on this 25th day of May between Sumter County Transit ("Company") and LIFESTREAM BEHAVIORAL CENTER, INC., a Florida not-for-profit corporation ("LifeStream").

1. Company acknowledges that LifeStream Behavioral Center, Inc. is subject to various state and federal laws regarding the confidentiality and security of Protected Health Information (PHI). Such state and federal laws include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) commonly known as "HIPAA", as modified or supplemented by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (42 USC § 17921 et. Seq.), and the regulations and guidance adopted and to be adopted in connection therewith. Company and LifeStream are parties to one or more contracts, and may in the future, from time to time, enter into additional contracts, written or oral (collectively, the "Underlying Contracts"). Company acknowledges that as a business associate of LifeStream, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the HITECH Act.

2. In the course of performing its obligations under the Underlying Contracts, Company may be provided with or have access to PHI. Company agrees that any PHI received by it shall be held strictly confidential and shall not be used or disclosed except as specifically provided in this BAA, as required by the Underlying contracts, as required by law, or as otherwise directed by LifeStream in a separate writing. This BAS shall govern Company's receipt, use and creation of PHI under the Underlying Contracts. It supplements and/or amends the Underlying Contracts as required to comply with the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, as amended) (hereinafter the "Privacy Rule"), the Standards for Electronic Transactions (45 CFR Parts 160 and 162) (hereinafter the "Transactions and Code Sets Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) hereinafter the "Security Rule") as modified or supplemented by the HITECH Act and implementing regulations and guidance (collectively, "the Standards"). Except as so supplemented and/or amended, the terms of the Underlying Contracts shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in the Underlying Contracts.

3. Except as otherwise specified in this BAA, Company may make any and all uses and disclosures of PHI necessary to perform its obligations under the Underlying Contracts provided that such uses and disclosures are limited to uses and disclosures that comply with the requirements of 45 CFR 164.504 (e) (2) and that would not violate the Privacy Rule or HITECH Act if done by LifeStream. Unless otherwise limited herein or in the Underlying Contracts, Company may:

(a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Company;

(b) Disclose the PHI in its possession to a third party for the purpose of Company's proper management and administration or to carry out the legal responsibilities of Company, provided that the disclosures are required by law or Company obtains reasonable assurances from the third party that it will remain confidential and used or further disclosed only

as required by law or for the purpose for which it was disclosed to the third party, and the third party notifies Company of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Provide Data Aggregation services relating to the healthcare operations of LifeStream.

(d) De-identify any and all PHI obtained by Company under the Underlying Contracts at any location, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

All such uses and disclosures shall be in accordance with any current or future state or federal statutes, rules or regulations. Company agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 CFR 164.514(e)(2); or, (ii) the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request in accordance with Section 13405 of the HITECH Act (42 USC § 127935(b)). Company agrees that prior to a disclosure, Company shall determine what constitutes the minimum necessary amount of PHI to accomplish the intended purpose consistent with any applicable guidance from the Department of Health and Human Services.

4. To comply with the Privacy Rule, Company agrees that it will:

(a) Not use or further disclose PHI other than as permitted or required by the Underlying Contracts and/or this BAA or as required by law.

(b) Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Underlying Contracts and/or this BAA.

(c) Report to LifeStream any acquisition, access, use or disclosure of the PHI not provided for by the Underlying Contracts and/or this BAA (hereinafter, "Privacy Incident") within the time and in the manner specified in Section 7 below.

(d) mitigate, to the extent practicable, any harmful effect that is known to Company from a Privacy Incident.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Company on behalf of LifeStream, agrees in writing to the same restrictions and conditions that apply through the Underlying Contracts and/or this BAA to Company with respect to such PHI. Company will amend existing subcontracts as necessary to comply with this provision.

(f) In the event that PHI in Company's possession constitutes a Designated Record Set as defined in 45 CFR 164.501, make available PHI necessary for LifeStream to respond to individual's request for access to PHI in a Designated Record Set in order to meet the requirements under 45 CFR 164.524, within five (5) business days of receiving a written request from LifeStream. If Company maintains such PHI in an electronic format, LifeStream may require Company to provide such PHI to LifeStream in an electronic format. In the event any

individual requests access to PHI directly from Company, Company shall within two (2) business days forward such request to LifeStream. Any denial of access to the PHI requested shall be the responsibility of LifeStream.

(g) In the event that PHI in Company's possession constitutes a Designated Record Set, make available PHI for amendment(s) to PHI in accordance with the Privacy Rule (45 CFR 164.526) within five (5) business days of receiving a written request from LifeStream.

(h) Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Company on behalf of LifeStream available to or at the request of the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of the Secretary determining LifeStream's compliance with the Privacy Rule.

(i) Document such disclosures of PHI and information related to such disclosures as would be required for LifeStream to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within five (5) business days of receiving a written request from LifeStream, Company shall provide the following information to LifeStream: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement or in lieu of such statement, a copy of a written request for disclosure under 45 CFR 164.512 or a copy of a written request from the Secretary to investigate or determine compliance with HIPAA; and any additional information required under the HITECH Act and implementing regulations. In the event a request for accounting is delivered directly to Company, Company shall within seven (7) business days forward such request to LifeStream. Company will assist LifeStream in compliance with additional accounting requirements under Section 13405 of the HITECH Act (42 USC § 17935) if and when applicable.

(j) Comply with any restrictions on disclosures of PHI about which Company is notified by LifeStream.

5. To comply with the Security Rule, Company agrees that it will:

(a) Implement administrative, physical, and technical safeguards consistent with 45 CFR Sections 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of LifeStream as required by the Security Standards. Such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and the HITECH Act, conducting a security risk assessment, and training employees who will have access to PHI with respect to the policies and procedures required by HIPAA and the HITECH Act.

(b) Comply with all relevant security guidance issued by the Department of Health and Human Services with respect to the most effective and appropriate technical safeguards, as undated periodically.

(c) Ensure that any agent, including a subcontractor, to whom it provides such information, agrees in writing to implement reasonable and appropriate safeguards to protect it. Company will amend existing subcontracts as necessary to comply with this provision.

(d) Report to LifeStream any Security Incident of which it becomes aware within the time and in the manner specified in Section 7 below. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. This includes but is not limited to the physical theft of information regardless of the media in which it is contained such as disks, CD/DVDs, tapes, flashdrives, or paper records.

6. If applicable, to comply with the Transactions and Code Sets rule, Company agrees that it will:

(a) Not change the definition, data condition, or use of a data element or segment in a standard data set. Not add any data elements or segments to the maximum defined data set.

(b) Not use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).

(c) Not change the meaning or intent of the standard's implementation specification(s).

7. Company's Obligations with Respect to Privacy Incidents and Security Incidents.

(a) Company will maintain policies and procedures that are designed to monitor for and detect Privacy and Security Incidents. Company shall train its workforce and agents on such policies and procedures.

(b) Company shall notify LifeStream for any Privacy and/or Security Incident (hereafter, "Incident") immediately; i.e., as soon as practicable as but no later than twenty-four (24) hours after the Incident is discovered. Any Incident is considered to have been discovered by Company when it becomes known to any employee, officer, or agent of Company.

(c) In addition to immediate notification, Company shall report any Incident(s) in writing to the following LifeStream representative within two (2) business days from the time the Incident is discovered as defined in 7(b) above:

Title:	Corporate Compliance Officer
Telephone:	352 315-7511
Fax:	352 360-6595
Address:	P. O. Box 491000, Leesburg, FL 34749-1000
E-mail:	TCamp@LSBC.net

(d) Reports of Incidents shall include a detailed description of each Incident (at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, etc. and the identities of the involved Individual(s) and their relationship to Company), a description of Company's response to each Incident, and the name and title of the individual LifeStream should contact for additional information.

(e) Company will conduct such further investigation as is reasonably required by LifeStream and promptly advise LifeStream of additional information pertinent to the incident.

(f) Company will cooperate with LifeStream in conducting any required risk analysis related to such Incident(s).

(g) Company will cooperate with LifeStream in complying with any applicable notification requirements pursuant to the HITECH Act and regulations promulgated thereunder (including but not limited to 45 CFR Part 164, Subpart D) and/or pursuant to Florida law (including but not limited to Florida Statutes Section 817.5681), and in taking steps determined by LifeStream to be necessary to mitigate any potential harm caused by an Incident. Company will indemnify LifeStream for any reasonable expenses LifeStream incurs in notifying individuals of, and/or mitigating potential harm caused by, an Incident caused by Company and/or its subcontractors or agents.

8. Company agrees to comply with all applicable federal and state laws and/or regulations regarding confidentiality and security of PHI including, but not limited to, any regulations, standards or rules promulgated under the authority of HIPAA and the HITECH Act. Company acknowledges and agrees that LifeStream has the right to adopt more stringent confidentiality and security requirements than those imposed by law and Company will, at its own cost and expense, comply with any such requirements as are specified in the Underlying Contracts. Company will conduct such assessments and adopt such administrative procedures, physical safeguards and technical security services as may be required by law and/or by LifeStream in the Underlying Contracts to safeguard the security of PHI. Company further acknowledges and agrees that LifeStream may require compliance with statutes, rules, and/or regulations sooner than required by law as provided in the Underlying Contracts. Company shall, upon request with reasonable notice, provide LifeStream access to its premises for an audit and/or demonstration of its internal practices and policies and procedures for safeguarding PHI.

9. Company will not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of the HITECH Act (42 USC 17935(d)(2)). However, Company shall not rely on exceptions in Section 13405(d) of the HITECH Act, or regulations promulgated thereunder, as to LifeStream's PHI without advance notice to LifeStream which describes the types of circumstances and the applicable exceptions to be relied upon by Company.

10. Company shall use and disclose PHI for marketing purposes only as directed by LifeStream, in accordance with Section 13406(a) of the HITECH Act (42 USC Section 17936(a)).

11. Upon termination of the Underlying Contracts and/or this BAA, for any reason, Company shall return or destroy all PHI received from LifeStream, or created or received by Company on behalf of LifeStream. If PHI is destroyed, a certificate of destruction will be provided by Company to LifeStream. This provision shall apply to PHI that is in the possession of subcontractors or agents of Company. Company shall retain no copies of the PHI. If Company determines that returning or destroying the PHI is not feasible, Company shall provide to LifeStream notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the company and LifeStream that return or destruction of PHI is infeasible, Company shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Company maintains such PHI.

12. Any other provision of this BAA or the Underlying Contracts notwithstanding, the Underlying Contract and this BAA may be terminated by LifeStream in the event of a material breach by Company of the terms and conditions of this BAA. LifeStream will provide thirty (30) days written notice in sufficient detail to enable Company to understand the specific nature of the breach and afford Company an opportunity for Company to cure the breach or end the violation. Should Company fail to cure the breach within this thirty (30) day time frame, LifeStream may terminate the Underlying contracts and this BAA; provided however that in the event termination is not feasible, in LifeStream's sole discretion, LifeStream shall have the right to report the breach to the Secretary. In the event that Company becomes aware of a pattern of activity or a practice of LifeStream that constitutes a material violation of the obligations of LifeStream under this BAA, Company shall provide LifeStream with written notice describing the material violation in reasonable detail and a period of not less than thirty (30) days after receipt of such notice to cure the material violation. If such violation is not cured within such thirty (30) days period, Company may terminate the BAA and the Underlying Contracts on notice to LifeStream, provided however that in the event termination is not feasible, Company shall have the right to report the breach to the Secretary.

13. Company shall indemnify, defend and hold harmless LifeStream and its directors, officers, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses, and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Company or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with Company's performance under this BAA or any Underlying Contract, without regard to any limitation or exclusion of damages provision otherwise set forth in any Underlying Contract. The indemnification provisions of this Section 13 shall survive the termination of this BAA.

14. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow LifeStream to comply with the Standards. This BAA will supersede any prior Business Associate Agreement(s) entered into between the parties, including but not limited to any Business Associate Agreement that is attached as an exhibit to the Underlying contract(s).

15. The parties agree to amend this BAA to the extent necessary to allow LifeStream to comply with the Standards, including any amendments or modifications to the Standards.

LifeStream agrees to develop amendments to this BAA to incorporate any material provisions required by the Standards, and to distribute the same to Company for adoption. Any amendment so distributed by LifeStream shall be deemed to be accepted by Company unless LifeStream is notified by Company of any objections within thirty (30) days of its receipt of such amendment. This BAA may also be amended at any time by written agreement of the parties.

16. To the extent not incorporated or referenced in this BAA, all other requirements applicable to Business Associates under the HITECH Act are incorporated by reference into this BAA.

17. Nothing in this BAA shall confer upon any person other than LifeStream and Company and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

18. This BAA applies only if and to the extent that Company is a Business Associate of LifeStream as defined in HIPAA and the regulations promulgated thereunder.

19. This BAA may be executed in multiple counterparts, each of which, whether hand-delivered, faxed, or digitally scanned and e-mailed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Company: Sumter County Transit

By: _____

(Name Typed or Printed)

(Title)

(Date)

LifeStream Behavioral Center, Inc.

By:  _____

Jonathan M. Cherry
(Name Typed or Printed)

President/CEO
(Title)

5-25-10
(Date)